

Exhibit “7”

- e. designed for use mainly off public roads, except while on public roads;
 - f. located for use as a residence or premises;
4. **Your insured car** means **your insured cycle** if this endorsement is attached to a **cycle** policy issued by us.

C. INSURING AGREEMENT

1. We will pay compensatory damages an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of:
 - a. **bodily injury** sustained by an **insured person** and caused by an accident; and
 - b. **property damage** caused by an accident and Underinsured Motorist - Property Damage is shown in the Declarations.
2. The liability of the owner or operator for these damages must arise out of the ownership, maintenance or use of the **underinsured motor vehicle**.
3. If any suit is brought by **you** to determine liability or damages, the owner or operator of the **underinsured motor vehicle** must be made a defendant and **you** must notify us of the suit.

D. EXCLUSIONS

1. We do not provide Underinsured Motorist Coverage for **bodily injury** or **property damage** sustained:
 - a. by an **insured person** while operating or occupying any motor vehicle owned by that **insured person** which is not insured for Liability Coverage under this policy.
 - b. by any **relative** while **occupying**, or when struck by, any motor vehicle **you** own which is insured for this coverage on a primary basis under any other policy.
2. This coverage does not apply to **bodily injury** or **property damage** to a person:
 - a. while **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
 - b. occurring in any organized or agreed-upon racing or speed contest or demonstration.
 - c. while **occupying** a motorized vehicle with less than four wheels, or a motorized recreational all terrain vehicle regardless of the number of wheels, unless this endorsement is attached to a **cycle** policy issued by us.
3. This coverage does not apply to the first \$300 of **property damage** as a result of an accident with a hit-and-run or phantom vehicle.

4. This coverage does not apply to the first \$100 of **property damage** as a result of an accident involving other than a hit-and-run or phantom vehicle.
5. This coverage does not apply to punitive or exemplary damages, fines or penalties, or court ordered restitution.
6. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law or any similar law.

E. LIMITS OF LIABILITY

1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
 - a. the limit for Underinsured Motorist - Bodily Injury for "each person" is the maximum limit of liability for all damages for **bodily injury** sustained by any one person in any one accident.
 - b. subject to the limit for "each person", the limit for Underinsured Motorist - Bodily Injury for "each accident" is the maximum limit for all damages for **bodily injury** sustained by two or more persons in any one accident.
 - c. If a limit for Underinsured Motorist - Property Damage Coverage is shown in the Declarations, the limit for "each accident" is the maximum limit of liability for all **property damage** resulting from any one accident.
2. The limits of liability are the most we will pay regardless of the number:
 - a. **insured persons**;
 - b. claims made;
 - c. vehicles or premiums shown in the Declarations;
 - d. premiums paid; or
 - e. vehicles involved in the accident.
3. No one will be entitled to duplicate payments for the same elements of loss. Any amount we pay under this Part to or for an injured person will be reduced by any payment made to that person under any other Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.
4. If the **underinsured motor vehicle** is insured by a liability bond or policy with **bodily injury** liability limits less than the amount an **insured person** is legally entitled to recover, we will reduce the total damages to an **insured person** by any amount available to that person under any bodily injury liability bonds or policies applicable to the **underinsured motor vehicle** that such **insured person** did not recover as a result of a settlement between that **insured person** and the insurer of an